

AG Contract No. KR02-0556TRN  
ADOT ECS File No. JPA 02-42  
TRACS No.: H 4408 01D  
Section: US 160, Mile Post 470  
Project: Four Corner Monument Tribal  
Park and Rest Area

## AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
FOUR CORNER ENTERPRISE COMMUNITY

THIS AGREEMENT is entered into 18 July, 2002, pursuant to the Arizona Revised Statutes, Section 28-401, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and FOUR CORNER ENTERPRISE COMMUNITY, acting by and through its BOARD of DIRECTORS (the "FCEC").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-408 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The FCEC is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the FCEC.

3. The State currently has in its 5-Year Program, the design of the Four Corners Monument Tribal Park and Rest Area, which is to be constructed and administered by the National Park Service (NPS), under a separate agreement with the State.

4. The FCEC wishes to fund \$50,000.00 towards the State's efforts to prepare the utility lines portion of the required NPS Environmental Assessment (EA) document, herein referred to as the "Project", for the Four Corners Monument Tribal Park and Rest Area.

5. The purpose of this Agreement is to define each party's responsibility relative to the funding of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## **II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, invoice the FCEC in the amount of \$50,000.00 for State's efforts to accomplish the Project.

b. Provide to the FCEC, all approved Project pay requests, submitted to the State by its Consultant, for FCEC's records.

2. The FCEC will:

Upon execution of this Agreement and receipt of an invoice from the State, remit the amount of \$50,000.00 for the State's efforts to accomplish the Project.

## **III. MISCELLANEOUS PROVISIONS**

1. This Agreement is contingent upon the State's receipt of the FCEC's funds to accomplish the Project.

2. FCEC shall not transfer, sale, assign or otherwise dispose of all or any part of the resulting EA or the rights hereunder, without prior written consent of the State.

3. This Agreement shall remain in force and effect until completion of the Project and payments herein provided.

4. This Agreement shall become effective upon both parties signing this Agreement.

5. This Agreements may be canceled in accordance with A.R.S. Section 38-511.

6. The provisions of A.R.S. Section 35-214 are applicable to this Agreements.

7. In the event of any controversy between the FCEC and the State which may arise out of this Agreement, regardless of amount or subject, the parties hereto agree to abide by binding-arbitration pursuant to in A.R.S. Section 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007

Four Corners Enterprise Community  
Executive Director  
P. O. Box 4445  
Kayenta, AZ 86033

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that such party is authorized under the laws of this state to enter into this Agreement.

10. If either party fails to perform its obligations hereunder the non-defaulting party shall notify the defaulting party in writing and the defaulting party shall have five (5) days (or if such default cannot be cured within five (5) days a reasonable period of time not to exceed thirty (30) days) to cure its default.

11. This Agreement represents the entire agreement of the parties relating to the Project and supersedes and replaces all prior agreements, whether written or oral. This Agreement may be amended in whole or in part by written agreement and executed by both parties.

12. The Recitals stated above are true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

FOUR CORNER ENTERPRISE COMMUNITY

STATE OF ARIZONA

Department of Transportation

By *Ferdinand Notah*  
FERDINAND NOTAH  
Executive Director

By *Catherine J. Hegel*  
CATHERINE J. HEGEL  
Contract Administrator

STATE OF ARIZONA

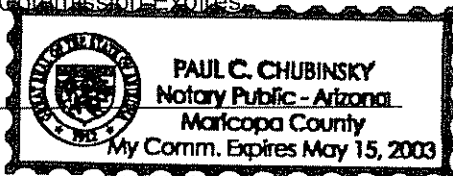
County of Maricopa

)  
) ss  
)

The foregoing instrument was acknowledged before me this 18 day of July, 2002, by CATHERINE J. HEGEL, Contract Administrator, on behalf of the State of Arizona, Department of Transportation.

*Paul C. Chubinsky*  
Notary Public

My Commission Expires:



STATE OF ARIZONA

County of Maricopa

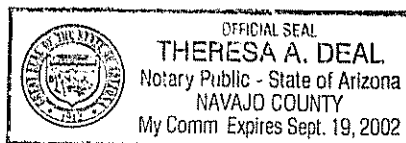
)  
) ss  
)

The foregoing instrument was acknowledged before me this 16 day of 07, 2002, by Ferdinand Notah, Executive Director of Four Corner Enterprise Community, an Arizona corporation

*Theresa A. Deal*  
Notary Public

My Commission Expires:

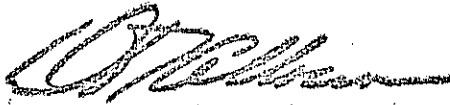
09-19-02



RESOLUTION

BE IT RESOLVED on this 22nd day of April, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the FOUR CORNER ENTERPRISE COMMUNITY, for the purpose of defining responsibilities for the acquisition of \$50,000 00, to fund the State's efforts to prepare the utility lines portion of the required NPS Environmental Assessment (EA) document, for the Four Corners Monument Tribal Park and Rest Area

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P E. Asst. State Engineer  
Engineering Technical Group  
for VICTOR M. MENDEZ, Director

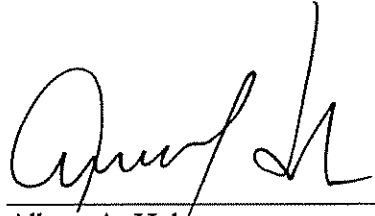
# ALBERT A. HALE

Attorney at Law

JPA 02-42

I have reviewed the attached proposed agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the FOUR CORNERS ENTERPRISE COMMUNITY CORPORATION, INC., and declare this agreement to be in proper form and within the powers and authority granted to Four Corners Enterprise Community Corporation, Inc., under the laws of the Navajo Nation.

DATED this 11<sup>th</sup> day of June 2002.

  
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Albert A. Hale  
Attorney at Law

MAILING ADDRESS:  
Post Office Box 4468  
Window Rock, Arizona 86515  
Tele: 928.871.4559

Email: [ahalelaw@citlink.net](mailto:ahalelaw@citlink.net)

OFFICES LOCATED AT:  
15 Kolob Street  
St. Michaels, Arizona 86511  
Fax: 928.871.4560

**RESOLUTION OF THE  
FOUR CORNERS ENTERPRISE COMMUNITY CORPORATION  
BOARD OF DIRECTORS**

**Approving the Agreement Between the Four Corners Enterprise Community (4CEC) and the  
State of Arizona through the Arizona Department of Transportation for the Transfer of  
4CEC Grant Funds on Behalf of and for the Benefit of the Four Corners Monument Planning  
and Related Purposes**

**WHEREAS:**

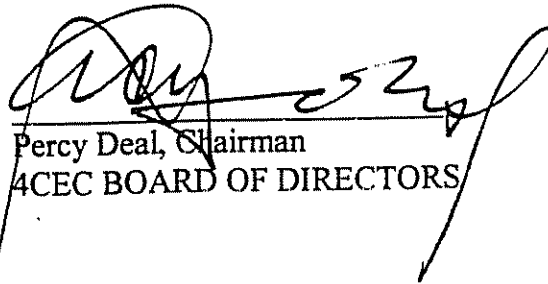
1. The Four Corners Enterprise Community (4CEC) was designated by the Secretary of Agriculture on December 24, 1998 during Round II of the Presidential Empowerment Zone and Enterprise Community (EZ/EC) Initiative in January, 1999 through December 24, 2008; and
2. The Four Corners Enterprise Community Corporation was established pursuant to the Navajo Nation Corporation Code and is recognized by the U.S. Internal Revenue Service as a Section 501(c)(3) non-profit tax-exempt organization; and
3. Pursuant to a Memorandum of Agreement dated May 2, 2000 between the U. S. Department of Agriculture, the Navajo Nation and the Four Corners Enterprise Community Corporation, the Four Corners Enterprise Community is authorized to: 1) administer EZ/EC grants and setaside funds, 2) approve project "benchmarks" as a part of the USDA Benchmark Management System, 3) coordinate with tribal, federal, state, county, and private agencies in applying for and receiving funding for projects and program activities within 4CEC designated community development areas, and 4) periodically update the 4CEC Ten-Year Strategic Plan; and
4. The 4CEC Board of Directors approved the Four Corners Monument planning and development as a benchmark project (4CEC-17) and awarded an \$50,000 4CEC grant for the project to leveraged with other matching resources; and
5. The 4CEC Board of Directors concurs with Agreement (Exhibit A) between the Four Corners Enterprise Community Corporation and the State of Arizona through the Arizona Department of Transportation for the transfer of 4CEC grant funds on behalf of and for the benefit of the Four Corners Monument planning and related purposes.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The 4CEC Board of Directors hereby approves Agreement (Exhibit A) between the Four Corners Enterprise Community Corporation and the State of Arizona through the Arizona Department of Transportation for the transfer of 4CEC grant funds on behalf of and for the benefit of the Four Corners Monument planning and related purposes.
2. The 4CEC Board of Directors hereby authorizes and directs the Executive Director to execute the Agreement and to do all things proper to fulfill the intent of this resolution.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the 4CEC Board of Directors at a duly called meeting in Kayenta, Navajo Nation (Arizona), at which a quorum was present and the same was passed by a vote of 12 in favor, 0 opposed, and 0 abstained, this 17th day of May, 2002.

  
Percy Deal, Chairman  
4CEC BOARD OF DIRECTORS

Motion: Cleal Bradford  
Second: Wilson Ray